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A-71721/MSS
463035-814

CERTIFICATE OF MAIL (37 CFR 1.8(a))

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on May 8, 2006.

Signed:

Kari B. Aguiar

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:
Sang-In LEE et al.

Application No. 10/525,122

Filed: February 18, 2005

For: ATOMIC LAYER DEPOSITION OF HIGH-K METAL SILICATES

Art Unit: To be assigned

Examiner: To be assigned

Confirmation No.: 2947

Date: May 8, 2006

POWER OF ATTORNEY TRANSMITTAL

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Please find enclosed the following documents relating to the above-identified patent application:

- [X] Power of Attorney by Assignee and exclusion of inventor/s under 37 C.F.R. 1.32 and statement under 37 C.F.R. 3.73(b);
- [X] Return self-addressed Postcard;
- [X] Please charge any additional fees or credit any overpayment to Deposit Account No.50-2319 (Order No. A-71721/MSS (463035-814)).

Respectfully submitted,

Dorsey & Whitney LLP

Maria S. Swiatek
Reg. No. 37,244

Customer No.: 32,940
555 California Street, Suite 1000
San Francisco, CA 94104-1513
Telephone: (650) 857-1717
Facsimile: (650) 857-1288



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POWER OF ATTORNEY BY ASSIGNEE
AND EXCLUSION OF INVENTOR/S UNDER 37 C.F.R. §1.32
AND STATEMENT UNDER 37 C.F.R. § 3.73(b)

To the Commissioner of Patents and Trademarks:

The undersigned is a co-assignee and holds joint interest in the application for letters patent submitted in connection with Serial No. 10/525,122 filed on February 18, 2005 and entitled **ATOMIC LAYER DEPOSITION OF HIGH-K METAL SILICATES**, and having the named inventor(s):

Sang-In Lee, Yoshihide Senzaki, Sang-Kyoo Lee

hereby appoint, the DORSEY & WHITNEY LLP attorneys and agents associated with Customer Number 32940 as its attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith, said appointment to be to the exclusion of the inventor(s) and his (their) attorney(s) in accordance with the provisions of 37 C.F.R. 3.71; provided that if any one of said attorneys ceases being affiliated with the law firm of DORSEY & WHITNEY LLP as partner, employee or of counsel, such attorney's appointment as attorney and all powers derived there from shall terminate on the date such attorney ceases being so affiliated.

Direct all telephone calls to Maria S. Swiatek at (650) 857-1717. Address all correspondence to:

DORSEY & WHITNEY LLP
Suite 1000, 555 California Street
San Francisco, California 94104-1513

AVIZA TECHNOLOGY, INC., a Corporation of the State of Delaware, certifies that it is a co-assignee and holds joint interest in the patent application identified above by virtue of an assignment from the inventors of the patent application identified above. A copy of the executed, unrecorded assignment is attached hereto. The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

AVIZA TECHNOLOGY, INC.

Date: 04-19 —, 2006

By: 

Type Name: NITIN B. SHAH
Title: V.P. BUSINESS DEV.
440 Kings Village Road
Scotts Valley, CA 95066

Docket No.: A-71721/MSS (463035-814)

ASSIGNMENT

WHEREAS, the undersigned, Sang-In Lee, a resident of Cupertino, California; Yoshihide Senzaki, a resident of Aptos, California; and Sang-Kyoo Lee, a resident of Suhcho-Gu, Seoul, Korea, (collectively hereinafter termed "Inventors"), have jointly invented certain new and useful improvements in **ATOMIC LAYER DEPOSITION OF HIGH-K METAL SILICATES**, for which invention we have executed a United States utility patent application, having Serial No. 10/525,122, and filing date of February 18, 2005, and which invention is fully described in the specification pertaining to said application.

WHEREAS, AVIZA TECHNOLOGY, INC., a body having corporate powers under the laws in the State of Delaware, having a place of business at 440 Kings Village Road, Scotts Valley, California 95066, and INTEGRATED PROCESS SYSTEMS LTD., a body having corporate powers under the laws of South Korea, having a place of business at 33 Jije-dong, Pyunglaek, Kyungki-do, Korea, (hereinafter "Joint Assignees") are desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Joint Assignees:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Joint Assignees, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a utility, division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents; and (e) all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

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2. Said Inventors hereby covenant and agree to cooperate with said Joint Assignees to enable said Joint Assignees to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Joint Assignees (a) for perfecting in said Joint Assignees the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting utility, substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Joint Assignees.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Joint Assignees, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Joint Assignees this 14 day of March, 2006.

Sang-In Lee
Sang-In Lee

State of California)
) ss.
County of _____)

On this ____ day of _____, in the year 2006, before me, _____, Notary Public of the State of California in the County of _____, personally appeared Sang-In Lee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by

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his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature _____

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Joint Assignees this _____ day of _____, 2006.

Yoshihide Senzaki

State of California)

County of _____)

On this _____ day of _____, in the year 2006, before me, _____, Notary Public of the State of California in the County of _____, personally appeared Yoshihide Senzaki, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature _____

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Joint Assignees on the date written below.

Dated: _____, 2006

Sang-Kyoo Lee

Dated: _____, 2006

Witnessed by:

ASSIGNMENT

WHEREAS, the undersigned, **Sang-In Lee**, a resident of **Cupertino, California**; **Yoshihide Senzaki**, a resident of **Aptos, California**; and **Sang-Kyoo Lee**, a resident of **Subccho-Gu, Seoul, Korea**, (collectively hereinafter termed "Inventors"), have jointly invented certain new and useful improvements in **ATOMIC LAYER DEPOSITION OF HIGH-K METAL SILICATES**, for which invention we have executed a United States utility patent application, having Serial No. 10/525,122, and filing date of February 18, 2005, and which invention is fully described in the specification pertaining to said application.

WHEREAS, **AVIZA TECHNOLOGY, INC.**, a body having corporate powers under the laws in the State of Delaware, having a place of business at **440 Kings Village Road, Scotts Valley, California 95066**, and **INTEGRATED PROCESS SYSTEMS LTD.**, a body having corporate powers under the laws of South Korea, having a place of business at **33 Jije-dong, Pyunglaek, Kyungki-do, Korea**, (hereinafter "Joint Assignees") are desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Joint Assignees:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Joint Assignees, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a utility, division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents; and (e) all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

2. Said Inventors hereby covenant and agree to cooperate with said Joint Assignees to enable said Joint Assignees to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Joint Assignees (a) for perfecting in said Joint Assignees the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting utility, substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Joint Assignees.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Joint Assignees, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Joint Assignees this ____ day of _____, 2006.

Sang-In Lee

State of California)
) ss.
County of _____)

On this ____ day of _____, in the year 2006, before me, _____, Notary Public of the State of California in the County of _____, personally appeared Sang-In Lee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by

his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature _____

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Joint Assignees this 24 day of February, 2006.

Yoshihide Senzaki

State of California
County of Santa Cruz

On this 24th day of February, in the year 2006, before me, Fred Yee, Notary Public of the State of California in the County of Santa Cruz, personally appeared Yoshihide Senzaki, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____



IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Joint Assignees on the date written below.

Dated: _____, 2006

Sang-Kyoo Lee

Dated: _____, 2006

Witnessed by:

Docket No.: A-71721/MSS (463035-814)

ASSIGNMENT

WHEREAS, the undersigned, **Sang-In Lee**, a resident of **Cupertino, California**; **Yoshihide Senzaki**, a resident of **Aptos, California**; and **Sang-Kyoo Lee**, a resident of **Subacho-Gu, Seoul, Korea**, (collectively hereinafter termed "Inventors"), have jointly invented certain new and useful improvements in **ATOMIC LAYER DEPOSITION OF HIGH-K METAL SILICATES**, for which invention we have executed a United States utility patent application, having Serial No. 10/525,122, and filing date of February 18, 2005, and which invention is fully described in the specification pertaining to said application.

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NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Joint Assignees:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Joint Assignees, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a utility, division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents; and (e) all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

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3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Joint Assignees, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Joint Assignees this ____ day of _____, 2006.

Sang-In Lee

State of California _____)
County of _____) ss.

On this ____ day of _____, in the year 2006, before me, _____, Notary Public of the State of California in the County of _____, personally appeared Sang-In Lee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by

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his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature _____

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Joint Assignees this _____ day of _____, 2006.

Yoshihide Senzaki

State of California)
County of _____)

On this _____ day of _____, in the year 2006, before me, _____, Notary Public of the State of California in the County of _____, personally appeared Yoshihide Senzaki, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature _____

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Joint Assignees on the date written below.

Dated: 3.9, 2006

Sang-Kyoo Lee

Dated: _____, 2006

Witnessed by:

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